

MEMORANDUM

December 20, 1984

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: STEPHEN COYLE, DIRECTOR

SUBJECT: AUTHORIZATION TO ENTER INTO A CONTRACT WITH
HISTORIC BOSTON INCORPORATED FOR PARTIAL
RESTORATION OF THE EDWARD EVERETT HALE HOUSE,
12 MORLEY STREET, ROXBURY

The Edward Everett Hale House, named for its most notable owner, the author of the Man Without A Country, is one of the most imposing mid-19th century Greek Revival houses built in Boston. Two of the fluted columns are missing from its giant Ionic portico, and the building appears to be severely deteriorated on the exterior.

This structure is one of several large historic houses in the Kittredge Park Urban Renewal area on which the Authority made commitments to carry out exterior restoration activities provided that the owners bring the interior up to acceptable standards. The owner of the Edward Everett Hale House, Napoleon Jones-Henderson, has completed the work required by the Authority.

In view of the exceptional significance of this structure, the Authority has made and the owner has agreed to additional stipulations concerning the use of public funds for this property (see attached agreement). They are that the owner convey in perpetuity to the Boston Landmarks Commission a preservation restriction agreement giving the Commission design review authority over any future changes to the building and that there be an anti-speculation agreement. This will give the Authority a lien on the property to be repaid by the owner on a pro rata basis, if the house is sold within seven years after the completion of work.

In order to carry out its agreement with the owners, the Authority went through the public bidding process three times in the last year. On two occasions only one bid was received, each of which greatly exceeded the staff estimate for the work. On one occasion no bids were received.

It therefore appears that the competitive bid process for historic rehabilitation in the Roxbury area will not produce bona fide bid results, and that it is necessary to establish an alternative method to accomplish the work. It is proposed that the Authority enter into a cooperation agreement with Historic Boston Incorporated. This charitable corporation is experienced in managing restoration projects. It owns the Old Corner Bookstore complex downtown and recently restored the Hurd House and the Austin Block in Charlestown. It works closely with the Boston Landmarks Commission and has assisted the Authority with the redevelopment of the Cox

Building in John Eliot Square, Roxbury. Under agreement with the Authority, Historic Boston would carry out the restoration program on the Hale House, in conformance with Federal procurement procedures outlined in OMB Circular A-102. Historic Boston would advance its own funds to assure prompt payment of contractors, suppliers, and craftsmen with reimbursement to follow from the Authority.

The following motion is suggested:

VOTED: That a competitive bid process for historic restoration rehabilitation in Roxbury does not presently produce truly competitive bid results, and that it is therefore appropriate to obtain contractors through a negotiated process; and that the Director is authorized to enter into a Cooperation Agreement with Historic Boston Incorporated to carry out partial exterior restoration of the Edward Everett Hale House, 12 Morely Street, Highland Park, Roxbury, for an amount not to exceed \$77,000.

PRESERVATION RESTRICTION AGREEMENT
for the
BOSTON LANDMARKS COMMISSION
on the
EDWARD EVERETT HALE HOUSE

The parties to this preservation easement are Napoleon Jones-Henderson (the "Owner") and the Boston Landmarks Commission (the "Commission") acting for and on behalf of the City of Boston, Massachusetts (the "City").

Background

Owner has legal and equitable fee simple title to premises known as the Edward Everett Hale House (the "house") located at 12 Morley Street Roxbury further described in Exhibit A attached hereto and in the deed recorded with the Registry of Deeds of Suffolk County in Book 10425 Page 219.

The house is listed on the National Register of Historic Places.

The Owner and the Commission wish to ensure the preservation of the historically significant characteristics of the house by means of a preservation restrictions easement as those terms are described in M. G. L. Ch. 184, Sections 31 and 32.

For good and valuable considerations more particularly described in Exhibit B (Agreement between Owner and the Boston Redevelopment Authority), the Owner, on behalf of himself and any successors, grants a restrictive easement in perpetuity to the Commission, and any successors to it, which is intended to preserve the house.

Rights and Obligations of the Owner

The Owner reserve the free right and privilege to use the house and premises for all purposes not inconsistent with this easement and permitted by the Zoning Code of the City of Boston. Nothing herein shall be construed to grant unto the general public or any other persons, other than the Commission or its agents, the right to enter upon the Property.

The Owner agrees to assume the total cost of continued maintenance, repair and management of the house and premises so as to preserve the historically significant characteristics of the features, materials, appearances, workmanship and environment in a manner satisfactory to the Commission. Owner agrees that he shall comply with the Restoration Program more fully described in Exhibit B (Agreement between Owner and the Boston Redevelopment Authority) and in Exhibit C (Plans and Specifications).

The Owner shall pay, before they become overdue, all real estate

taxes assessed on the Premises, and shall carry reasonably adequate fire insurance coverage thereon.

Scope of the Commission's interest and easement

A. Restrictions

Without prior written approval of the Commission in recordable form, which shall not be unreasonably withheld, the Owner shall make none of the following alterations to the house. Permission as to one alteration or addition shall under no circumstances be construed to waive the requirement for permission for subsequent alterations or additions.

- (1) No alteration shall be made to the exterior appearance of the house in the form of remodeling, decoration, painting, dismantling or destruction.
- (2) No alteration shall be made to the interior portions of the house except for painting, refurbishing, wall papering, wiring plumbing, and plastering.
- (3) No portion of the the house shall be moved from its present location unless such moving is required by a taking by eminent domain.
- (4) There shall be no additions to the house nor shall other structures be placed on the premises.
- (5) No signs shall be painted on or affixed to the house, or erected on the Premises except that the Owner shall permit the Commission to display on the house, at its discretion, a small marker or sign evidencing ownership of the preservation easement granted herein.
- (6) Neither the house nor its premises shall be subdivided for resale or lease.

B. Condemnation and Casualty

If the house or any substantial portion thereof shall be taken by eminent domain, be destroyed by fire or other casualty, or be so substantially damaged that rebuilding or restoration using the same materials or same designs would in the opinion of the Commission be infeasible or be unreasonably expensive after application of awarded damages or collected insurance proceeds, then the Owner in such cases may either decline to rebuild or restore the house, or if he elects to rebuild or restore may use other materials and designs.

C. Inspection and Enforcement

The Commission shall inspect the house and premises at least annually to ensure that the Owner is in compliance with the

restrictions hereby imposed. Owner agrees to grant the Commission free access to the house and premises at reasonable hours and only after prior notice. The right of inspection shall be assignable by the Commission to any other governmental body or entity whose purposes include preservation of structures or sites of historic significance. The failure of the Commission to exercise the right of inspection for a period of time shall under no circumstances be construed as a waiver of such right.

In the event that the Commission, upon inspection of the house, finds a violation of the duty to maintain and preserve the house or premises, the Commission shall in writing notify the Owner of such violation together with recommendations as to how the violation may be cured. Such notice shall also inform the owner as to the time period in which such violation must be cured. Such notices may be recorded at the Registry. In the event Owner contests either the existence of a violation or the length of time in which to remedy it, he shall notify the Commission in writing, and if the parties cannot agree, either party shall have the right to submit the matter to arbitration within thirty (30) days. Arbitration shall be the sole and exclusive remedy of the parties.

In the event Owner does not comply with the Commission's recommendations within the stated period, the Commission shall send a formal notice of default, and record such notice with the Registry. After such recording, the Commission or its agents may enter the House and effect the repairs. Upon completion of repairs, the Commission shall notify the Owner in writing of the amount due. If Owner does not pay the Commission or its designated agent for the repairs within thirty days after the date of such notice, the Commission or its agent may, forty-five days after the date of such notice, record a notice of lien on the Premises in the Registry. This lien, to which Owner hereby agrees in advance to be subject shall be for the unpaid amount of the cost of repairs, plus interest at an annual rate of 12% on the unpaid balance. The Commission or its agent shall have all the rights of a mortgagee to secure payment of such unpaid amounts plus interest, including, but not limited to, the right to foreclose.

Owner acknowledges that the Commission is under no obligation to undertake repairs, nor to enforce this Easement and that any decision to enforce this Easement shall be at the Commission's sole discretion.

D. Assignment

All of the rights and restrictions enforceable by the Commission pursuant to this Easement shall be assignable by the Commission to any governmental body or any entity whose purposes include preservation of structures or sites of historic significance.

Written Acceptance

Before taking legal possession of the premises or house, each new Owner of the house shall indicate his acceptance of this Easement by a letter to the Commission. Such acceptance shall include a promise to maintain at all times and in good condition, the historically significant characteristics of the house covered by this agreement.

IN WITNESS WHEREOF, each party has placed its signature and seal below on this 9 day of Dec. 1983.

BOSTON LANDMARKS COMMISSION

By Marcia Myers
Marcia Myers, Executive Director

OWNER

By Napoleon Jones-Henderson
Napoleon Jones-Henderson

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.
1983

December , 1983

Then personally appeared the above named Marcia Myers, Executive Director of the Boston Landmarks Commission and acknowledged the foregoing instrument to be her free act and deed as Executive Director of the Boston Landmarks Commission and the free act and deed of the Boston Landmarks Commission, before me

Arnold E. Sapienter

Notary Public

May 30, 1986

My commission expires:

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.
1983

December 9 , 1983

Then personally appeared the above named Napoleon Jones-Henderson and acknowledged the foregoing instrument to be his free act and deed, before me

Araki M. Janyigian

Notary Public

My commission expires:

July 23, 1987

EXHIBIT A

(A Legal Description)

A certain parcel of land with the buildings thereon now known as and numbered 12 Morley Street, situated in that part of Boston, Suffolk County, Massachusetts, formerly Roxbury, being Lot B on a plan of land belonging to Trinity Lettish Evangelical Lutheran Church of Boston made by James Adam, C.E., dated May, 1914, recorded with Suffolk Deeds Book 3816, Page 121, bounded and described as follows:

EASTERLY by Morley Street, formerly Walden Park, fifty-three (53) feet;

NORTHERLY by land of Mary A. Mathews and a passageway supposed to belong to Mabel E. Morrill, eighty-six and nine hundredths (86.09) feet;

WESTERLY by a passageway supposed to belong to Mabel E. Morrill, Nellie Sandler and heirs of Richard R. Higgins, then by land of Emma J. Shepard, fifty-three (53) feet;

SOUTHERLY by land of said Church, shown on the plan hereinbefore referred to as Lot A, eighty-six and forty-one hundredths (86.41) feet;

Containing four thousand five hundred seventy-one (4,571) square feet of land more or less.

As contained in a deed to Napoleon Jones-Henderson from Annette Jones-Henderson dated June 23, 1983. Recorded in Suffolk Registry of Deeds Book 10425, Page 219.

WHEREAS, the City of Boston wishes to ensure the preservation of the property in accordance with its historical and architectural significance by acquiring legally enforceable rights so that the Owner and his successors and assigns shall use and maintain the property in a way consistent with such preservation; and

WHEREAS, the Boston Landmarks Commission is chartered for the purpose of preserving properties of historical significance within the City; and

WHEREAS, the City has made available certain Community Development Block Grant funds for use in financing the exterior restoration of the property; and

EXHIBIT B
AGREEMENT BETWEEN
NAPOLEON JONES HENDERSON
AND
BOSTON REDEVELOPMENT AUTHORITY

The parties to this instrument are Napoleon Jones-Henderson ("the Owner"), and the Boston Redevelopment Authority, a public body, politic and corporate, existing pursuant to Massachusetts General Laws Chapter 121B ("the Authority").

WHEREAS, the Owner is the owner in fee simple of the property known as the Edward Everett Hale House, located at 12 Morley Street, Roxbury, Massachusetts, and further described in the deed to the Transferors dated and recorded at the Suffolk County Registry Deeds in Book 10425 Page 219 ("the property"); and

WHEREAS, the City of Boston wishes to ensure the preservation of the property in accordance with its historical and architectural significance by acquiring legally enforceable rights so that the Owner and his successors and assigns shall use and maintain the property in a way consistent with such preservation; and

WHEREAS, the Boston Landmarks Commission is constituted for the purposes of preserving properties of historical distinction within the City; and

WHEREAS, the City has made available certain Community Development Block Grant funds for use in financing the exterior restoration of the property; and

WHEREAS, the Boston Landmarks Commission has previously entered into a Preservation Easement with the Owner to which this Agreement is annexed and made a part thereof.

THEREFORE, in consideration of the said funds being made available to him and other good and valuable consideration received from the Authority, the Owner hereby agree as follows:

1. Exterior Restoration Work

Moneys made available from the Community Development Block Grant funds shall be placed in an Exterior Restoration Escrow Fund to be administered by the Authority. The Authority shall have authority to approve, disapprove, accept or initiate changes in all the exterior restoration work financed from the Escrow Fund, to release partial and final payments to the general contractor hired to undertake such exterior work, and to do all necessary and required things to insure the successful completion of such exterior work. All such Restoration work shall be done in accordance with the plans and specifications hereinafter set forth and marked Exhibit C.

2. Interior Repair Work

The Owner acknowledge that it is a condition of the availability and use of the Community Development Block Grant funds that the property shall be free of violations of the City of Boston Housing Code. The Owner therefore agrees to undertake interior rehabilitation repairs at his own expense in accordance with the interior work write-up marked Exhibit C, attached hereto and made a part hereof. Such interior repair work may be inspected at reasonable times by the Authority. All such interior work shall be completed to the reasonable satisfaction of the Authority within 30 days after completion of the exterior restoration work as established by the date of final payment to the general contractor by the Authority, until such completion of the interior

repair work, the amount of any Community Development Block Grant funds expended for the exterior restoration work shall be a debt of the Owner to the Authority, secured by a lien on the property.

3. Coordination of Exterior and Interior Work

The Owner shall coordinate his interior repair work with the exterior restoration work as required by the Authority's general contractor, in order to complete both the exterior and interior work in the most expeditious manner. The Owner shall consult with the general contractor to establish appropriate dates, times, and methods for completing all items of interior work which must be coordinated with the exterior work. Items of such work include, but are not limited to the following examples:

- a. coordination of work on the roof, dormers, and cupola with ceiling repairs on top floor;
- b. coordination of plumbing vent installation with proper flashing and sealing around roof opening;
- c. coordination of sill replacement around perimeter of building with ceiling plaster work along outside cellar walls;
- d. coordination of new door and window installation with installation of interior trim and finishes, especially at rear wall, side porch, front entrance, and all window locations, including dormer and cupola;
- e. coordination of chimney repair and rebuilding with installation of flue liners and interior masonry repair; and
- f. coordination of work on cast-iron storm drains with clean-out of drains as they enter the interior of the building.

4. Access to the Premises

The Owner shall provide access to the exterior of the premises at all times for the exterior restoration work, and shall also provide access to the

interior of the building for the general contractor at all times required by the general contractor during normal working hours. The Owner, or a person designated by him, shall be present at all times when the general contractor's employees, agents or sub-contractors are working inside the building, and shall be responsible for the security of the building interior.

5. Supply of Utilities

The Owner shall supply electricity and water for use in carrying out the exterior restoration work as required by the Authority's general contractor.

6. Repayment

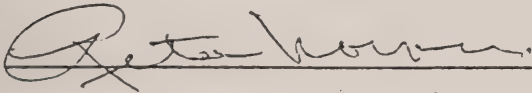
The Owner agrees that in the event the property at 12 Morley Street, Roxbury, is sold, transferred or otherwise conveyed by him in or within seven (7) years without the Authority's consent, which shall not be unreasonably withheld, the Authority shall forthwith be entitled to reimbursement for all funds in excess of Forty Thousand (\$40,000) Dollars granted to the Owner or expended under the terms of this agreement. Until its repayment the said amount shall be a debt of the Owner to the Authority secured by a lien on the said property. Should there be no conveyance of the property within seven (7) years from the date hereof, this section of this agreement shall become void.

7. Remedies

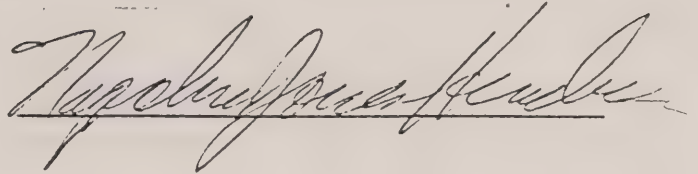
The foregoing covenants shall bind the successors and assigns of each party to the extent permitted by law. In the event of any failure to comply with the terms of this Agreement, the Authority, in addition to any other applicable remedies, may seek specific performance of the Owners' obligations in a court of appropriate jurisdiction.

IN WITNESS WHEREOF, each party has placed its signature and seal
below on this day of , 1983.

Signed, sealed and delivered
in the presence of:



NAPOLEON JONES-HENDERSON

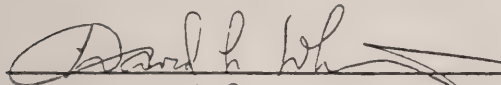


BOSTON REDEVELOPMENT AUTHORITY

By: _____

Office: _____

Approved as to form:


Asst Gen Counsel

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

December 9, 1983

The above-named Napoleon Jones-Henderson personally appeared before me on this day and acknowledged that he executed the above Agreement and Facade Easement as his free act and deed.

Archie M. Janyegian
Notary Public
My Commission Expires: July 23, 1987

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

_____, 1983

The above-named Robert J. Ryan personally appeared before me on this day and acknowledged that he is the Director of the Boston Redevelopment Authority, and being authorized to do so, executed the above Agreement and Facade Easement for the said Authority as his free act and deed.

Notary Public
My Commission Expires:

Exhibit C

Plans and Specifications

for the

Restoration Program

on the

Edward Everett Hale House

12 Morley Street

Roxbury

[consisting of eleven (11) typewritten and numbered pages attached and drawings on file at the Boston Redevelopment Authority]

DESCRIPTION OF WORK

EDWARD EVERETT HALE HOUSE

AUG 2 1983

12 MORLEY STREET

KITREDGE SQUARE URBAN RENEWAL AREA

CORNICE:

1. Remove existing cornice trim and replace it completely with new cornice trim, to match exactly that being removed, on the front and sides of the building. This work shall include all necessary wood back-up framing, removal and replacement of rotted or deteriorated sections, either as part of the cornice construction (fascia and planica boards) or part of the adjacent entablature or frieze at the gable ends.

GUTTERS:

1. Remove existing gutters on the front of the building and replace them with 4" x 5" wood fir gutters.

All gutters shall be of one-piece construction with lead flashings at the terminal ends and at the miters.

2. The built-in box gutters on the Cupola shall be rebuilt, matching the existing configuration.

The built-in box gutters shall be full lined with shop formed galvanized steel, (min. 26 ga.) riveted and soldered at all joints. The interior flange sections shall extend a minimum of four inches (4") under the new roofing system and secured with 1-1/4", #11 galvanized roofing nails, spaced 3" on center.

The exterior flange section shall be secured approximately 6" O.C. with galvanized boat nails.

3. Gooseneck or spud outlets shall be lead, 1" diameter on the cupola, and 2" diameter on the front wood gutters.

The above gutter outlets shall be installed in the following locations:

Cupola: 1 unit approximately the same location as the existing unit in the rear section.

Front of building: 2 units - approximately 12" from the mitres on the sections facing the street. Existing cutouts in pilaster cap and cornice trim shall be retained for the locations of the new downspouts.

4. All gutters (wood and galvanized steel) shall be installed so as to have at least a minimum slope to the outlets.

5. New downspouts (covered elsewhere in this work-write-up) shall be located so as to connect to the gutter outlets.

On the front of the building the new downspouts shall fit into the existing cut-outs and have elbows at the top section to connect to the new gutter outlets.

DOWNSPOUTS

1. Install new 28 gauge galvanized steel corrugated downspouts at all the gutter outlet locations. (Front, 2 sides and the cupola).
2. The downspout for the cupola gutter shall be 2" diameter with an appropriate #3 shoe at the bottom.
3. All other conductor downspouts shall be 4" diameter and empty into new storm drain outlets (furnished and installed by the property owner).
4. The downspouts shall have 3 sheet metal screws securing each unit to each other and be attached to the building face with appropriate size and type galvanized corrugated hinged hooks, with wire securement.
5. New downspouts shall be prime-coated and receive two finish coats of paint.

WOOD TRIM:

1. Remove all deteriorated wood trim on cupola, dormers, belt lines, etc., and replace with new to match existing. (Front and 2 sides).
2. If it is necessary to conduct special milling operations in order to match existing wood trim exactly, then it shall be done.
3. Remove all deteriorated wood trim from the two pilasters and the four cornerboard configurations and replace them with new trim to match the existing, including any concealed wood framing necessary to strengthen these pilasters and corners against the building.
4. Barge boards and other standing trim of large width dimension may be repaired by cutting out the deteriorated sections back to sound wood (preferably at an angle of approximately 45 degrees), and replacing those sections with new members fitted and joined to match the removed sections.

SILLS-WATERTABLE:

1. Remove and replace deteriorated and rotted sections of the main house sills on the front and 2 sides.

The exterior walls shall be temporarily shored while the sill replacement takes place. "Z" clips or angles may be used with 4" x 6" shores against a "deadman" to insure temporary support. The sills shall be replaced with material of the same dimension, and wall studs shall be secured to the new sills.

2. The existing watertable on all four sides of the building shall be removed and replaced. The watertable shall be of the same configuration as the existing unit at the left side of the building. The watertable shall be secured to the building sill or sidewall by pre-drilling the new unit and countersinking a 6" galvanized spike. The property owner will be responsible for the rear wall section.

FRONT PORCH:

1. Remove the existing front porch framing and flooring, front stairs, and all remaining trim under the porch.
2. Construct a new front porch to match the porch that was removed. The new porch shall contain ^{new} 2" x 8" joists, new 1" x 4" square edged flooring, railings constructed of 2" x 4" rails and 2" x 2" balusters from a design to be supplied by the BRA Urban Design Department.
3. New stairs are to be constructed at the left end of the new front porch, and shall match the stairs removed, except that the railings shall be of 2" x 4" framings as designed by the BRA staff.
4. An allowance of \$1,300.00 shall be carried for porch stairs and rails as described in #3 above.

5. Rebuild the four brick piers that will support the four porch columns.

The pier reconstruction should be scheduled so as to take advantage of the roof support derived from the existing columns, and after the two new columns are installed on two rebuilt masonry piers, the remaining two columns shall be supported while the final two piers are rebuilt.

6. The area around and under the perimeter of the porch and stairs shall be enclosed with lattice work to match the existing design. The lattice shall be 1-3/8" pine, painted as directed, and the framing and trim shall be 2" x 4" backup and 1" x 8" pine trim (paint grade).

7. Column Work:

- a. Replace the two missing wood columns at the front porch with two new wood columns that match the existing columns in every detail.
- b. The work to repair the columns and the replacement of the two missing columns will include repair and/or replacement of the column bases and capitals.
- c. Special care shall be taken to duplicate exactly, the two column capitals and the two original column bases (which have been removed but which can be copied from the round column bases at No. 10 Linwood Street which is located on the other side of Alvah Kittredge Park).
- d) Install spikes or other approved device to keep the pigeons from the column capitals.

WINDOWS:

Note: Whenever possible, original window elements such as sash, lintels, sills, standing trim, hardware or other decorations will be repaired as necessary (and possible) and retained. If it is necessary to replace certain elements or an entire unit, the replacement shall be accomplished by matching the existing elements completely in every detail.

Several windows contain frames that are acceptable except for the wood sill, which may be damaged, worn, checked or otherwise deteriorated to the point where the replacement of the sill is obvious. Other sills are weather-worn, but suggested treatment by stabilizing agents to fill, seal and protect the surface, may cause the life of the original sill to be extended by many years.

The following description of work on the windows of the Edward Everett Hale House will require the careful attention of the bidding contractors, as well as close examination of existing conditions in the structure itself.

FRONT WALL:

First Floor

1. Remove the two first floor left front windows, completely, and replace them with complete new window frames, trim and sash. The new windows shall contain double hung 6/9 sash, complete with appropriate hardware. Paint new work with a primer-sealer, and finish with two coats of lead-free latex paint.

The interior trim shall be re-used on the new window frames. The existing "short" casings shall be put back and a "dutchman" filler piece shall be installed to fill the void between the existing casings and the floor, or baseboards. The filler piece shall match the original casing. New and existing trim shall be painted with latex paint. New wood shall receive a primer coat of paint.

2. Remove the two first floor right front window sash completely and replace them with new double hung 6/9 sash, complete with hardware.

Second Floor

1. Repair frames and sash, stabilize sills, and repair or replace sash balancers, side stops, parting beads and locks, on the five second floor windows.

Attic

1. Replace the four dormer windows and frames completely. Replace exterior window trim completely. New sash, 2/2, shall match the removed sash, exactly.

LEFT SIDE WALL:First Floor

1. Replace one window frame, sash and trim, at the first floor front room.
2. Repair frames, sash, stabilize sills, and repair or replace sash balancers (weights), side stops, parting beads and locks, on the remaining three (3) windows.

Second Floor

1. Repair frames and sash, stabilize sills, and repair or replace sash balancers, side stops, parting beads and locks on the four (4) windows at this level.

Attic

1. Replace the three windows and frames completely. The new windows and frames shall match those removed, in every detail. The old "angled" window frames and sash will be used as a pattern to construct the replacement windows.

NOTE: The barnboard siding above these windows may be saved by scraping, re-nailing and refinishing; the siding around and below these special windows will require complete replacement.

The sheathing beneath the board siding shall be replaced if it is deteriorated and cannot support the siding or replacement siding, as intended.

RIGHT SIDE WALLFirst Floor

1. Repair frames and sash, stabilize sills, and repair or replace sash balancers, side stops, parting beads, and locks on two of the first floor windows.

The third window, adjacent to the door at the side porch, must be replaced ^{with} a standard window to match the other windows in this wall. The replacement window shall include a new frame, sash 6/6, and matching standing trim.

Second Floor

1. Remove the two bottom sash from the front bedroom windows, and install one sash in the window opening at the stairwell on this wall, and the other sash in a rear bedroom window, as directed.

Install two new sets of window sash (6/6) in the existing frames at these two openings.

Repair the frames and remaining sash and trim in this wall.

ATTIC

1. The configuration of the attic windows on the right side of the building does not mirror the placement of the windows on the left side. There is an extra window on the right side.

The existing sash and parts of the frames may be saved and re-used if they are in good condition, otherwise they shall be replaced completely, and the replacements shall match exactly those elements they replace.

CUPOLA WINDOWS

1. Install eight new windows complete with frames, sash, and trim in the cupola.
2. Repair window framing around the openings in the cupola and replace any deteriorated sheathing or wood trim.

STORM SASH: - FRONT AND 2 SIDES

1. Install new wood storm windows, 2/2, on all window openings, including dormers and cupola.
2. The new wood storm windows shall be equipped with interior locking hardware and exterior hanging hardware. The new storm windows shall be fitted to each window and made weathertight. A number system shall be used to identify each window opening with the respective sash, such as punching "7" on the interior section of the window sill where it will ordinarily be covered by the closed bottom sash.

SCREENS: - FRONT & 2 SIDES

1. Install new white aluminum half screens, in white aluminum runners on windows, including the eight cupola windows excluding the basement and rear windows, and dormer windows.

ROOFING:

1. Remove the existing roofing down to the boarding. Replace any defective boards with new boards, and lay 15-lb. felt, aluminum drip edge, and new asphalt strip shingles, complete.
2. The new shingles shall be Bird, GAF or equal, 235 lbs. per square, self-sealing, and carry a National Underwriters Class "C" label.

3. The work shall include all new lead base and counter flashings at the chimneys, and new flashings at all penetrations and rising walls.
4. The roofing system shall be made watertight at the end of each days work.

Care should be taken during the removal process that temporary protection can be installed quickly in case of unforeseen inclement weather (showers, etc).

5. The color of the shingles shall be black.

DORMERS:

1. Remove the asphalt shingles from the dormer cheeks at the front and rear roofs. Install new flashings, and apply new clapboards to the dormer cheeks.

Repair or replace deteriorated sheathing or trim.

2. The new clapboards shall be back-primed before installation and shall be installed in a good and workmanlike manner, matching the spacing used on the rest of the building.
3. Repair or replace the wood trim at the dormer windows and install new roofing, as required elsewhere in this work-write-up.

CUPOLA:

1. Remove shingles at the lower section of the cupola and replace them with new clapboards as specified for the dormer cheeks.
2. Replace worn or rotted cupola trim, mouldings, etc. Paint the cupola completely with a primer-sealer and two coats of latex paint.
3.
 - a. Remove the existing roofing system.
 - b. Repair or replace the existing wood roof sheathing.
 - c. Install a 19" selvage edge roofing system (black granular surface) in a cold S.I.S. adhesive over a 30-lb. asphalt felt underlayment secured to the roof sheathing.

The cupola roof shall be installed according to the roofing manufacturer's specifications.

CLAPBOARDS AND SIDING:

1. Repair all exterior clapboards on both sides of the building and re-nail where necessary. Replace all loose, cracked, or deteriorated clapboards with clapboards of the same type and spacing as the existing clapboards. (Approximately 10 squares). New clapboards shall be back-primed before installation.

2. Board siding shall be repaired, re-nailed and, where necessary replaced. Back-up nailing pieces or boarding shall be installed where sound nailing areas are missing.

REAR FIRE ESCAPE

1. The property owner is responsible for the work on the rear wall, including the fire escape.

AUGUST 3, 1993

CHIMNEYS

1. Repair three chimneys by repointing the top several courses with existing mortar or new mortar. Seal all joints (to all three chimneys) to a depth of 1/2" and repoint with mortar to match the existing.
2. Replace the top four courses of the two chimneys to match the existing. Include new flue liners. The liners shall be installed to match the existing. Existing liners shall be sealed where available. If new liners are required, they shall match the existing brick masonry as closely as possible.

SKYLIGHTS

1. Install two new skylights, one each at the front and rear roof locations. The new skylights shall match those that are removed.
2. The new skylights shall be properly flashed and be secured with hardware. They will also need to be opened and closed from the interior without difficulty.

FOUNDATIONS - Front and Rear Sides

1. Repair cracks or broken masonry foundation sections with mortar to match the existing. Mortar shall be used to match the existing mortar in color and texture.

DOOR

1. Install a new front entrance door, similar to the "Hargan N-100", to match the existing front door.

Remove the old door and frame and replace with new door and frame. The new door shall be similar to the "Hargan N-100" and shall be installed with the existing hardware.

The new door and frame shall be installed with the existing hardware and shall be similar to the "Hargan N-100" front entrance.

Install new 12" x 12" stone wall step in the front yard, similar to the existing stone wall.

2. Install new "Brick" wooden combination screen door and screen door, similar to the existing.

EXTERIOR REHABILITATION WORK

12 MORLEY ST.

EDWARD EVERETT HALE HOUSE

THE FOLLOWING ITEMS OF WORK ARE PROPOSED TO BE ACCOMPLISHED BY, AND AT THE EXPENSE OF, THE PROPERTY OWNER MR. NAPOLEON JONES-HENDERSON.

IT IS IMPORTANT THAT THESE REQUIRED ITEMS BE COORDINATED WITH OTHER ARCHITECTURAL AND HISTORIC ITEMS OF WORK ON THE EXTERIOR OF THE BUILDING.

AUGUST 3, 1983

Chimneys

1. Repair three chimneys by rebuilding the top several courses with existing bricks in new mortar. Rake out all joints (in all three chimneys) to a depth of 1/2" and repoint with mortar to match the existing.
2. Rebuild the left rear chimney from the roof line up to match other chimneys; include new flashings. Flue liners shall be installed to match those removed. Existing bricks shall be reused where possible. If new bricks are required, they shall match the existing brick masonry as closely as possible.

Skylights

1. Install two new skylights, one each at the front and rear roof locations. The new skylights shall match those that are removed.
2. The new skylights shall be properly flashed and be equipped with hardware that will allow them to be opened and closed from the inside without difficulty. (approx. 30"x42")

Foundation - Front and two sides

1. Repair loose or broken masonry foundation sections, with masonry to match the existing. Mortar shall be mixed to match the existing mortar in color and texture.

Doors

1. Install a new front entrance door, similar to the "Morgan M-100", to match the existing front door.

Remove the wood filler pieces at the side lights and replace with new side lights and new top lights of glass. Replace any deteriorated wood rabbet sections, and paint complete.

The door surround design shall be as it exists, and similar to the "Morgan M-127" front entrance.

Install new 10" x 3" brass mail slot in the right hand, sidelight configuration as appropriate.

2. Install new "Brosco" wooden combination storm and screen door (No. 11, contain-

ing 12 lights).

3. Install new hardware on new doors.
4. Repair the exterior wood door at the right side porch. Refinish the frame and trim. Install a new wooden storm door (w/glass panel), and repair, refurbish, or replace the hardware.
5. Install two new "Brosco" wooden combination storm and screen doors, (No. 11, containing 12 lights). One storm door each at front and right side locations.

Rear Windows

1. Repair window frames and sash.
2. Install new wood storm windows.
3. Install new half screens.
4. Repair/paint rear door.

Rear Gutter

1. Install new rear gutter, fascia and plancia boards.
2. Install new goosenecks and conductor pipes.

Side Porch and Steps

1. Repair side porch and stairs. Replace any defective or deteriorated members.

Painting

1. Remove all loose and scaling paint from the front and 2 sides of the building. Perform all necessary scraping, sanding, caulking, putty and prime painting, before applying two finish coats of exterior latex paint. Include dormers and cupola.
2. Exterior painting shall not be done in rainy or freezing weather, or until the surface has thoroughly dried after such conditions.
3. Exterior doors shall be stained or painted, as directed by BRA Design Department.
4. The Contractor will remove all storm windows in this section prior to applying the primer and/or two finish coats of paint. New storm windows will not be installed until the exterior painting of the house is complete.
5. Paint on new storm windows shall match that being applied to the main walls and trim.
6. All exterior paint colors will be selected by the BRA Design Department.

Porch Painting

1. The front porch and stairs shall be painted with two coats of non-lead paint in dry weather.
2. The side porch shall be painted with two coats of non-lead paint, in dry weather. Porch decks shall be coated with cuprinol or other acceptable wood preservative.

Sidewalk

1. Install a new 4" concrete sidewalk on 4" of compacted gravel, from the new steps at the front porch to the public sidewalk. The new sidewalk shall be 36" wide and have a broom finish.

Shrubs

1. Remove all debris from front, side, and rear yards. Install loam, fertilizer, grass seed and shrubs at the front yard.